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|---------------------------------|--|-------------------------------|---|
| <i>SERFF Tracking Number:</i> | <i>MLIC-126850786</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Mountain Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>47059</i> |
| <i>Company Tracking Number:</i> | <i>MLIC-AR-AD-2010</i> | | |
| <i>TOI:</i> | <i>H03G Group Health - Accidental Death & Dismemberment</i> | <i>Sub-TOI:</i> | <i>H03G.000 Health - Accidental Death & Dismemberment</i> |
| <i>Product Name:</i> | <i>Group Accidental Death and Dismemberment With Loss Of Sight Benefit</i> | | |
| <i>Project Name/Number:</i> | <i>Group AD&D LOS/AR-AD-2010</i> | | |

Filing at a Glance

| | | |
|---|--------------------------------------|-------------------------------------|
| Company: Mountain Life Insurance Company | | |
| Product Name: Group Accidental Death and Dismemberment With Loss Of Sight Benefit | SERFF Tr Num: MLIC-126850786 | State: Arkansas |
| TOI: H03G Group Health - Accidental Death & Dismemberment | SERFF Status: Closed-Approved-Closed | State Tr Num: 47059 |
| Sub-TOI: H03G.000 Health - Accidental Death & Dismemberment | Co Tr Num: MLIC-AR-AD-2010 | State Status: Approved-Closed |
| Filing Type: Form | Author: Rick Keyser | Reviewer(s): Rosalind Minor |
| | Date Submitted: 10/15/2010 | Disposition Date: 10/28/2010 |
| | | Disposition Status: Approved-Closed |
| Implementation Date Requested: On Approval | | Implementation Date: |
| State Filing Description: | | |

General Information

| | |
|---|--|
| Project Name: Group AD&D LOS | Status of Filing in Domicile: Not Filed |
| Project Number: AR-AD-2010 | Date Approved in Domicile: |
| Requested Filing Mode: | Domicile Status Comments: |
| Explanation for Combination/Other: | Market Type: Group |
| Submission Type: New Submission | Group Market Size: Small and Large |
| Overall Rate Impact: | Group Market Type: Association |
| Filing Status Changed: 10/28/2010 | Explanation for Other Group Market Type: |
| | State Status Changed: 10/28/2010 |
| Deemer Date: | Created By: Rick Keyser |
| Submitted By: Rick Keyser | Corresponding Filing Tracking Number: |
| Filing Description: | |
| This product is an Accidental Death and Dismemberment with Loss of Sight Benefits. This product will be used in financial institutions as a benefit of an account with the bank (checking, savings, etc.). The bank will pay the premiums for coverage and add it to their account packages. All bracketed items are variables based on the coverage and the account names the bank wishes to purchase. | |

SERFF Tracking Number: MLIC-126850786 State: Arkansas
Filing Company: Mountain Life Insurance Company State Tracking Number: 47059
Company Tracking Number: MLIC-AR-AD-2010
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &
Dismemberment Dismemberment
Product Name: Group Accidental Death and Dismemberment With Loss Of Sight Benefit
Project Name/Number: Group AD&D LOS/AR-AD-2010

Company and Contact

Filing Contact Information

Rick Keyser, Compliance/Licensing Manager rkeyser@mountainlife.com
517 Airway Drive 865-970-2800 [Phone]
P.O. Box 240 865-970-2885 [FAX]
Alcoa, TN 37701-0240

Filing Company Information

Mountain Life Insurance Company CoCode: 80020 State of Domicile: Tennessee
517 Airway Drive Group Code: Company Type: Life, Accident and
P.O. Box 240 Group Name: Health
Alcoa, TN 37701-0240 FEIN Number: 62-1094522
(865) 970-2800 ext. [Phone] State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 Per Filing
Per Company: No

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 153017 | \$50.00 | 10/15/2010 |

| | | | |
|--------------------------|---|------------------------|--|
| SERFF Tracking Number: | MLIC-126850786 | State: | Arkansas |
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| Company Tracking Number: | MLIC-AR-AD-2010 | | |
| TOI: | H03G Group Health - Accidental Death & Dismemberment | Sub-TOI: | H03G.000 Health - Accidental Death & Dismemberment |
| Product Name: | Group Accidental Death and Dismemberment With Loss Of Sight Benefit | | |
| Project Name/Number: | Group AD&D LOS/AR-AD-2010 | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 10/28/2010 | 10/28/2010 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|---------------------------|----------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending Industry Response | Rosalind Minor | 10/19/2010 | 10/19/2010 | Rick Keyser | 10/20/2010 | 10/22/2010 |

| | | | |
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| <i>Project Name/Number:</i> | <i>Group AD&D LOS/AR-AD-2010</i> | | |

Disposition

Disposition Date: 10/28/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

| | | | |
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| <i>Project Name/Number:</i> | <i>Group AD&D LOS/AR-AD-2010</i> | | |

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|----------------------------|--|-----------------------------|----------------------|
| Supporting Document | Flesch Certification | Approved-Closed | Yes |
| Supporting Document | Application | Approved-Closed | Yes |
| Form | Accidental Death and Dismemberment Group Policy | Approved-Closed | Yes |
| Form | Accidental Death and Dismemberment Group Application | Approved-Closed | Yes |
| Form | Accidental Death and Dismemberment Group Certificate | Approved-Closed | Yes |

SERFF Tracking Number: *MLIC-126850786* *State:* *Arkansas*
Filing Company: *Mountain Life Insurance Company* *State Tracking Number:* *47059*
Company Tracking Number: *MLIC-AR-AD-2010*
TOI: *H03G Group Health - Accidental Death & Dismemberment* *Sub-TOI:* *H03G.000 Health - Accidental Death & Dismemberment*
Product Name: *Group Accidental Death and Dismemberment With Loss Of Sight Benefit*
Project Name/Number: *Group AD&D LOS/AR-AD-2010*

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/19/2010
Submitted Date 10/19/2010
Respond By Date
Dear Rick Keyser,

This will acknowledge receipt of the captioned filing.

Objection 1

- Accidental Death and Dismemberment Group Policy, AR-AD-0910-CLB-MP (Form)
- Accidental Death and Dismemberment Group Application, AR-AD-0910-CLB-APP (Form)
- Accidental Death and Dismemberment Group Certificate, AR-AD-0910-CLB-CERT (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$150.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee

Please feel free to contact me if you have questions.

Sincerely,
Rosalind Minor

SERFF Tracking Number: MLIC-126850786 State: Arkansas
Filing Company: Mountain Life Insurance Company State Tracking Number: 47059
Company Tracking Number: MLIC-AR-AD-2010
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &
Dismemberment Dismemberment
Product Name: Group Accidental Death and Dismemberment With Loss Of Sight Benefit
Project Name/Number: Group AD&D LOS/AR-AD-2010

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/20/2010
Submitted Date 10/22/2010

Dear Rosalind Minor,

Comments:

I sent check number 153049 issued on 10/20/2010 for \$ 100.00 by UPS Next Day Air Saver to be delivered tomorrow 10/21/2010. I apologize for the error on the fees, the SERFF directions said \$50 per filing, which I thought meant the entire filing, but after reviewing Regulation 57, I see that it is clearly \$50 per form. I thank you for your assistance with this matter.

Sincerely,
Rick Keyser

Response 1

Comments: Filing fee should have arrived 10/21/2010.

Related Objection 1

Applies To:

- Accidental Death and Dismemberment Group Policy, AR-AD-0910-CLB-MP (Form)
- Accidental Death and Dismemberment Group Application, AR-AD-0910-CLB-APP (Form)
- Accidental Death and Dismemberment Group Certificate, AR-AD-0910-CLB-CERT (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$150.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee

Changed Items:

SERFF Tracking Number: MLIC-126850786 State: Arkansas

Filing Company: Mountain Life Insurance Company State Tracking Number: 47059

Company Tracking Number: MLIC-AR-AD-2010

TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death & Dismemberment

Product Name: Group Accidental Death and Dismemberment With Loss Of Sight Benefit

Project Name/Number: Group AD&D LOS/AR-AD-2010

Form Schedule

Lead Form Number: AR-AD-0910-CLB-MP

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-------------------------------|---------------------|-----------------------------|--|---------|----------------------|-------------|-------------------------|
| Approved-Closed 10/28/2010 | AR-AD-0910-CLB-MP | Policy/Contract | Accidental Death and Initial Dismemberment Group Policy Certificate | Initial | | 41.500 | AR-AD-0910-CLB-MP.pdf |
| Approved-Closed 10/28/2010 | AR-AD-0910-CLB-APP | Application/Enrollment Form | Accidental Death and Initial Dismemberment Group Application Certificate | Initial | | 26.300 | AR-AD-0910-CLB-APP.pdf |
| Approved-Closed 10/28/2010 | AR-AD-0910-CLB-CERT | Certificate | Accidental Death and Initial Dismemberment Group Certificate | Initial | | 40.000 | AR-AD-0910-CLB-CERT.pdf |



MOUNTAIN LIFE INSURANCE COMPANY
ALCOA, TENNESSEE

GROUP POLICY NUMBER: {8000}

THE POLICYHOLDER: {BANK OF ARKANSAS}

DATE OF ISSUE: {OCTOBER 1, 2010}


STATE OF DELIVERY: ARKANSAS

RENEWAL PREMIUMS ARE DUE MONTHLY ON THE FIRST OF EACH MONTH.

POLICY ANNIVERSARIES ARE DEEMED TO OCCUR ANNUALLY BEGINNING ONE YEAR AFTER THE DATE OF ISSUE.

In consideration of the payment of premium in the manner and at the time stated above at the rate stated in the Master Application, of the statements set forth in the Master Application and in the individual certificates, if any, Mountain Life agrees to insure the eligible persons of the Policyholder (herein individually called Insured) for whom coverage is purchased for death and dismemberment resulting from accidental injury, to the extent herein provided and subject to all of the exceptions, limitations and provisions of this policy.

IN WITNESS WHEREOF, Mountain Life Insurance Company has caused this policy to be executed on the date of issue above.


Secretary


President

Group Accidental Death and Dismemberment-Renewable Term Insurance
Contributory - Nonparticipating

POLICY INDEX

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PART I DEFINITIONS

Accident- means a sudden unforeseeable external event.

Child- as used in this policy means a child, stepchild, child placed for adoption, adopted child, or foster child of the Insured Person, who is age 25 or younger, unmarried and dependent on the Insured for support. A child over age 25 can continue as an Insured person if due to mental retardation or physical disability is not capable of self-sustaining employment.

Injury- as used in this policy means bodily harm caused by an accident occurring while this policy is in force. The accidental injury must cause the loss directly and independently of all other causes.

Insured Person- as used in this policy means both the covered individual and the joint members.

Principal Sum- as used in this policy means the amount indicated in the "Schedule Of Benefits" of the Master Application as being applicable to the Insured Person for which premium has been paid.

PART II LIMITED AIR TRAVEL COVERAGE

Insurance provided under this policy includes riding as a passenger in a regularly scheduled airline and not as a pilot or crew member in any aircraft being used for the transportation of passengers, subject to the following limitations.

Coverage is not provided under this policy while an Insured Person is riding as a passenger or otherwise in an aircraft owned, operated, chartered or leased by or on behalf of the Policyholder or by the employer of the Insured Person. Coverage will only be provided if a specific written agreement has been obtained from the Company to provide such coverage.

PART III AGGREGATE LIMIT OF LIABILITY

The Company's aggregate limit of liability for all losses arising out of any one accident for which coverage is provided is as stated in the Master Application. In the event an Insured Person is a member of two or more plans as described in the "Schedule of Benefits," and the total benefit payable as provided in the policy exceeds {\$30,000}, then the Company's aggregate limit of liability for that Insured Person for any one accident is {\$30,000}.

PART IV EXPOSURE AND DISAPPEARANCE

If by reason of an accident covered by this policy an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable, such loss shall be covered.

If an Insured Person is not found within one year after the date of the disappearance, sinking or wrecking of a conveyance, in which the Insured Person was riding, it will be presumed that the Insured Person suffered loss of life resulting from bodily injury caused by the accident.

PART V EXCLUSIONS

The policy does not cover any loss to an Insured Person caused by or resulting from:

- (1) intentionally self-inflicted injury, while sane or insane;
- (2) suicide, or any attempt at suicide, while sane or insane;
- (3) participation in insurrection, war or any act of war, whether declared or undeclared;
- (4) committing or attempting to commit an assault or felony;
- (5) bodily or mental infirmity or disease of any kind; except infection occurring as a result of accidental bodily injury;
- (6) the voluntary taking or inhalation of poison, gas or fumes other than as the result of an occupational accident;
- (7) being intoxicated with the blood alcohol level being .08% weight by volume or higher;
- (8) under the influence of any narcotic, drug or medication unless taken or used as prescribed by a physician;
- (9) operating, riding in, or descending from any kind of aircraft if the Insured
 - (a) is a pilot, officer, or member of the crew;
 - (b) is being flown for the purpose of descent from such aircraft while in flight;
 - (c) is giving or receiving any kind of training or instruction; or
 - (d) has any duties aboard such aircraft;

PART VI ELIGIBILITY FOR INDIVIDUAL INSURANCE

All persons qualifying as described in the Master Application are eligible for insurance hereunder.

PART VII EFFECTIVE DATE OF INDIVIDUAL INSURANCE

Insurance as to eligible persons for whom application for insurance under this policy is made shall take effect as indicated in the Master Application attached hereto.

PART VIII INDIVIDUAL TERMINATIONS

The insurance of any Insured Person shall immediately terminate on the earliest of the following dates:

- A. on the date this policy is terminated;
- B. premium due date if the Policyholder fails to pay the required premium for the Insured Person;
- C. on the premium due date next following the date the Insured Person ceases to be associated with the Policyholder in a capacity making such persons eligible for insurance hereunder; or
- D. when the Insured Person provides written notice to the policyholder that they no longer elect to participate in the plan; or
- E. on the premium due date next following the date the Insured Person ceases to be an eligible dependent.

PART IX CLERICAL ERROR

The insurance of an Insured Person shall not be affected by the failure on the part of the Policyholder to transmit reports, pay premium or comply with any of the provisions of this policy when such failure is due to inadvertent error or clerical mistake.

PART X CERTIFICATE OF INSURANCE

The Company will provide the Policyholder a certificate of coverage for delivery to the Insured Person. The certificate will describe the plan, the beneficiaries, the limitations and requirements for each Insured Person. The Certificate will also describe where the policy may be inspected.

PART XI UNIFORM PROVISIONS

ENTIRE CONTRACT; CHANGES: This policy, the master application of the Policyholder and the individual certificates of the Insured Persons constitute the entire contract between the parties. Any statement made by the Policyholder or by any Insured Person shall be deemed a representation and not a warranty. No such statement shall void the insurance or reduce the benefits under this policy or be used in defense to a claim unless it is contained in a written instrument, a copy of which has been furnished to the Policyholder or to the Insured Person. No such statement of the Policyholder shall be used to void this policy after it has been in force for two years from the date of issue. No such statement of any Insured Person eligible for coverage under this policy shall be used in defense to a claim for loss incurred after the insurance coverage with respect to which claim is made has been in effect for two years from the date it became effective.

No change in this policy shall be valid unless approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has the authority to change this policy or to waive any of its provisions.

PREMIUM CHANGES: Written notice of any premium change will be given 60 days before the effective date of such premium change.

NOTICE OF CLAIM: Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Home Office in Alcoa, Tennessee with information sufficient to identify the Insured Person shall be deemed notice to the Company.

CLAIM FORMS: The Company, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 working days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy.

PROOFS OF LOSS: Written proof of loss must be furnished to the Company within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

TIME OF PAYMENT OF CLAIM: The Company will pay all benefits covered by this policy as soon as the Company receives proper written proof of loss sufficient to determine liability.

PAYMENT OF CLAIMS: The benefit for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. In the event of simultaneous death of the Insured Person and a designated beneficiary of the policy, benefits will be paid as if the Insured Person survived the designated beneficiary.

Loss of life benefits for a covered person are payable in accordance with the beneficiary designation in effect at the time of loss. All other benefits will be payable to the Insured Person.

PHYSICAL EXAMINATION AND AUTOPSY: The Company, at its own expense, shall have the right to have the Insured Person examined as often as necessary while a claim is pending and to require an autopsy in case of death where it is not forbidden by law.

FACILITY OF PAYMENT: The Insurance Company, at its option may pay an amount not to exceed \$1,000 of the Insured Person's benefit to any person appearing to the Insurance Company to be equitably entitled to the payment. The liability of the Company shall be discharged by any such payment to the extent of the amount so paid.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this policy before the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

BENEFICIARY DESIGNATION AND CHANGE: The beneficiary or beneficiaries of an Insured Person unless otherwise designated in writing by the Insured Person shall be:

- (1) The Spouse of the Insured Person, if living; or
- (2) The Children of the Insured Person, if living; or
- (3) The Parents of the Insured Person, if living; or;
- (4) The Estate of the Insured Person.

Any Insured Person who has not made an irrevocable designation of beneficiary may designate a new beneficiary at any time, without the consent of the beneficiary. The Insured Person can file with the Company a written request for such change. The request shall become effective only upon receipt of such request at the Home Office of the Company. When the request is received by the Company, whether the Insured Person is then living or not, the change of beneficiary shall be effective as of the date of execution of the written request. This is without prejudice to the Company because of any payment previously made by it.

CANCELLATION: the Policyholder may cancel this policy by mailing written notice to the Company stating when such cancellation shall be effective. The Company may cancel this policy at any time by written notice delivered to the Policyholder or mailed to his last address as shown on the records of the Company, stating when, not less than 60 days thereafter, such cancellation shall be effective. The Company's mailing of notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of written notice by either the Policyholder or the Company shall be equivalent of mailing.

GRACE PERIOD: If a premium after the first is not paid by its due date while this policy is in force, it may be paid in the grace period. The grace period will last for 31 days after the due date. If the premium is not paid by the end of the grace period, the policy will cease to be in force. The Policyholder will be liable to the Company for all unpaid premiums including the premium for the grace period.

CONFORMITY WITH STATE STATUTES: Any provision of this policy, which, on its effective date, is in conflict with the statutes of the state in which this policy was issued, is hereby amended to conform to the minimum requirements of such statutes.

WORKMEN'S COMPENSATION: This policy is not in lieu of and does not affect any requirements for coverage by Workmen's Compensation Insurance.

PART XII ACCIDENTAL DEATH BENEFIT

When accidental injury results in the death of an Insured Person within 90 days of the accident, the Company will pay in one sum the indicated percentage of the Principal Sum:

| | |
|---|------|
| If the accident occurred prior to the Insured Person's 65th Birthday | 100% |
| If the accident occurred on or after the Insured Person's 65th Birthday | 50% |

PART XIII DISMEMBERMENT - LOSS OF SIGHT BENEFITS

Benefits will be paid upon receipt of due proof that an Insured Person suffers, directly and independently of all other causes, accidental bodily injury which results in any of the Specific Losses described below. The loss must occur within 90 days after the date of the accident causing such Loss. We will pay an Accidental Death and Dismemberment Benefit in accordance with the Schedule of Insurance, subject to the limitations below. If more than one such Loss is sustained because of any one accident, the total amount payable will not exceed the principal sum.

| | | |
|-------------------------|---------------------------------|-----------------------------|
| SPECIFIC LOSSES: | <u>In the event of loss of:</u> | <u>The benefit will be:</u> |
| | Life | The Principal Sum |
| | A Hand | One-half the Principal Sum |
| | A Foot | One-half the Principal Sum |
| | An Eye | One-half the Principal Sum |

The meaning of "loss of life" shall include the Insured Person's body as not being found within one year after the disappearance of a conveyance in which they were an occupant; and the disappearance of the conveyance was a result of its accidental forced landing, stranding, sinking, or wrecking.



MOUNTAIN LIFE INSURANCE COMPANY
517 AIRWAY DRIVE, P.O. BOX 240
ALCOA, TENNESSEE 37701
800-888-6542

MASTER APPLICATION FOR GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Application is hereby made for a plan of insurance on Form **AR-AD-0910-CLB-MP** based on the following statements and representations.

1. Name of Policyholder: **{BANK OF ARKANSAS}**

Address: **{123 FINANCIAL FREEWAY, ANYTOWN, ARKANSAS 72000}**

Type of Business: **{BANK}**

2. The following described persons are eligible to become insured under this Group Master Policy: **ALL INDIVIDUAL AND JOINT MEMBERS OF THE {ELIGIBLE ASSOCIATION GROUP}**

3. **Schedule Of Benefits**

Amount of Principal Sum Applied For: (Note: Amount of Principal Sum applied for cannot exceed \$ **{30,000}**)

| <u>Class</u> | <u>Amount of Principal Sum</u> |
|-----------------|---|
| {PLAN A} | {\$10,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN B} | {\$20,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN C} | {\$20,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS) PLUS \$1,500 FOR EACH CHILD} |
| {PLAN D} | {\$30,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN E} | {\$30,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS) PLUS \$1,500 FOR EACH CHILD} |

4. The Principal Sum benefit for which application is made is to be payable for the following losses:

Specific losses:

In the event of loss of:

The benefit will be:

Life

The Principal Sum

A Hand

One-half the Principal Sum

A Foot

One-half the Principal Sum

An Eye

One-half the Principal Sum

5. It is understood and agreed that the Aggregate Limit of Liability is: **{ \$ 30,000 } PER PERSON**

6. It is understood and agreed that the premium rate during the first policy term shall be:

PLAN A **{ \$0.50 }** per member per month

PLAN B **{ \$0.80 }** per member per month

PLAN C **{ \$1.28 }** per member per month

PLAN D **{ \$1.10 }** per member per month

PLAN E **{ \$1.80 }** per member per month

7. Premium shall be payable in the following manner:

MONTHLY ON THE FIRST OF EACH MONTH

8. Insurance will become effective as to each Eligible Person when application is made and approved by the Company, if required, and the appropriate premium paid.

9. The policy will be issued effective as of 12:01 A.M., Eastern Standard Time, on **{OCTOBER 1, 2010}** at the address of the Policyholder.

Signed for the Policyholder

By _____

Date _____ Title _____

AR-AD-0910-CLB-APP

**MOUNTAIN LIFE INSURANCE COMPANY**

517 AIRWAY DRIVE, P.O. BOX 240,
ALCOA, TENNESSEE 37701-0240
800-888-6542

**Policyholder: {BANK OF
ARKANSAS}**

Policy Number: {8000}

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE CERTIFICATE OF COVERAGE

Mountain Life Insurance Company of Alcoa, Tennessee, certifies that the holder of this certificate, while within the eligible classes entitled to insurance, is insured subject to the terms and conditions contained in the Master Policy issued to the Policyholder.

SCHEDULE OF BENEFITS

The amount of Principal Sum applicable to each Insured Person is that amount indicated below with respect to each Insured Person.

| Class | Amount of Principal Sum |
|----------|--|
| {PLAN A} | {\$10,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN B} | {\$20,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN C} | {\$20,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS) PLUS \$1,500 FOR EACH CHILD} |
| {PLAN D} | {\$30,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN E} | {\$30,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS) PLUS \$1,500 FOR EACH CHILD} |

ACCIDENTAL DEATH BENEFIT

When accidental injury results in the death of an Insured Person within 90 days of the accident, the Company will pay in one sum the indicated percentage of the Principal Sum:

If the accident occurred prior to the Insured Person's 65th Birthday.....100%
If the accident occurred on or after the Insured Person's 65th Birthday.....50%

ACCIDENTAL DEATH - DISMEMBERMENT - LOSS OF SIGHT BENEFITS

Benefits will be paid upon receipt of due proof that an Insured Person suffers, directly and independently of all other causes, accidental bodily injury. The injury must result in any of the Specific Losses described below. The loss must occur within 90 days after the date of the accident causing such Loss. We will pay an Accidental Death and Dismemberment Benefit in accordance with the Schedule of Insurance, subject to the limitations below. If more than one such Loss is sustained because of any one accident, the total amount payable will not exceed the principal sum.

Specific losses:

In the event of loss of:

Life
A Hand
A Foot
An Eye

The benefit will be:

The Principal Sum
One-half the Principal Sum
One-half the Principal Sum
One-half the Principal Sum

The meaning of "loss of life" shall include the Insured Person's body as not being found within one year after the disappearance of a conveyance in which they were an occupant; and the disappearance was a result of its accidental forced landing, stranding, sinking, or wrecking.

PART I**DEFINITIONS**

Accident- means a sudden unforeseeable external event.

Child- as used in the certificate means a child, stepchild, child placed for adoption, adopted child, or foster child of the Insured Person, who is age 25 or younger, unmarried and dependent on the Insured for support. A child over age 25 can continue as an Insured Person if due to mental retardation or physical disability is not capable of self-sustaining employment.

Injury- as used in this certificate means bodily harm caused by an accident occurring while this policy is in force. The accidental injury must cause the loss directly and independently of all other causes.

Insured Person- as used in the certificate means both the covered individual and the joint members.

Principal Sum- the amount stated in the "Schedule Of Benefits" for which premiums have been paid.

PART II**LIMITED AIR TRAVEL COVERAGE**

Insurance provided under the policy includes riding as a passenger in a regularly scheduled airline and not as a pilot or crew member in any aircraft being used for the transportation of passengers, subject to the following limitations.

Coverage is not provided under this certificate while an Insured Person is riding as a passenger or otherwise in an aircraft owned, operated, chartered or leased by or on behalf of the Policyholder or by the employer of the Insured Person. Coverage will only be provided if a specific written agreement has been obtained from the Company to provide such coverage.

PART III**AGGREGATE LIMIT OF LIABILITY PER INSURED PERSON**

In the event an Insured Person is a member of two or more plans as described in the "Schedule of Benefits," and the total benefit payable as provided in the policy exceeds {\$30,000}, then the Company's aggregate limit of liability for that Insured Person for any one accident is {\$30,000}.

PART IV**EXPOSURE AND DISAPPEARANCE**

If by reason of an accident covered by this policy an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is payable, such loss shall be covered.

If an Insured Person is not found within one year after the date of the disappearance, sinking or wrecking of a conveyance, in which the Insured Person was riding, it will be presumed that the Insured Person suffered loss of life resulting from bodily injury caused by the accident.

PART V**EXCLUSIONS**

The policy does not cover any loss to an Insured Person caused by or resulting from:

- (1) intentionally self-inflicted injury, while sane or insane;
- (2) suicide, or any attempt at suicide, while sane or insane;
- (3) participation in insurrection, war or any act of war, whether declared or undeclared;
- (4) committing or attempting to commit an assault or felony;
- (5) bodily or mental infirmity or disease of any kind; except infection occurring as a result of accidental bodily injury;
- (6) the voluntary taking or inhalation of poison, gas or fumes other than as the result of an occupational accident;
- (7) being intoxicated with the blood alcohol level being .08% weight by volume or higher;
- (8) under the influence of any narcotic, drug or medication unless taken or used as prescribed by a physician;
- (9) operating, riding in, or descending from any kind of aircraft if the Insured
 - (a) is a pilot, officer, or member of the crew;
 - (b) is being flown for the purpose of descent from such aircraft while in flight;
 - (c) is giving or receiving any kind of training or instruction; or
 - (d) has any duties aboard such aircraft;

PART VI**INDIVIDUAL TERMINATIONS**

The insurance of any Insured Person shall immediately terminate on the earliest of the following dates:

- (a) on the date the policy is terminated;
- (b) on the premium due date if the Policyholder fails to pay the required premium for the Insured Person;
- (c) with respect to an Insured Person who, on the premium due date next following the date the Insured Person ceases to be associated with the Policyholder in a capacity making such persons eligible for insurance; or
- (d) when the Insured Person provides written notice to the Policyholder that the Insured Person no longer elects to participate in the plan; or
- (e) on the premium due date next following the date the Insured Person ceases to be an eligible dependent.

PART VII**CLERICAL ERROR**

The insurance of an Insured Person shall not be affected by the failure on the part of the Policyholder to transmit reports, pay premium or comply with any of the provisions of this policy. This will apply when such failure is due to inadvertent error or clerical mistake.

PART VIII**UNIFORM PROVISIONS**

ENTIRE CONTRACT; CHANGES: This policy, the master application of the Policyholder and the individual certificates of the Insured Persons constitute the entire contract between the parties. Any statement made by the Policyholder or by any Insured Person shall be deemed a representation and not a warranty. No such statement shall void the insurance or reduce the benefits under this policy or be used in defense to a claim unless it is contained in a written instrument, a copy of which has been furnished to the Policyholder or to the Insured Person. No such statement of the Policyholder shall be used to void this policy after it has been in force for two years from the date of issue. No such statement of any Insured Person eligible for coverage under this policy shall be used in defense to a claim for loss incurred after the insurance coverage with respect to which claim is made has been in effect for two years from the date it became effective.

No change in this policy shall be valid unless approved by an executive officer of the Company and unless such approval be endorsed or attached. No agent has the authority to change this policy or to waive any of its provisions.

NOTICE OF CLAIM: Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of any loss covered by the policy, or as soon as is reasonably possible. Notice can be given by or on behalf of the claimant to the Company at its Home Office. This information, if sufficient to identify the Insured Person, shall be deemed notice to the Company.

CLAIM FORMS: The Company, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 working days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the policy.

PROOFS OF LOSS: Written proof of loss must be furnished to the Company within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

TIME OF PAYMENT OF CLAIM: The Company will pay all benefits covered by this policy as soon as the Company receives proper written proof of loss sufficient to determine liability.

PAYMENT OF CLAIMS: The benefit for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. In the event of simultaneous death of the Insured Person and a designated beneficiary of the policy, benefits will be paid as if the Insured Person survived the designated beneficiary.

Loss of life benefits for a covered person are payable in accordance with the beneficiary designation in effect at the time of loss. All other benefits will be payable to the Insured Person.

PHYSICAL EXAMINATION AND AUTOPSY: The Company, at its own expense, shall have the right to have the Insured Person examined as often as necessary while a claim is pending and to require an autopsy in case of death where it is not forbidden by law.

FACILITY OF PAYMENT: The Insurance Company, at its option, may pay an amount not to exceed \$1000 of the Insured Person's benefit to any person appearing to the Insurance Company to be equitably entitled to the payment. The liability of the Company shall be discharged by any such payment to the extent of the amount so paid.

LEGAL ACTION: No action at law or in equity shall be brought to recover on the policy before the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

BENEFICIARY DESIGNATION AND CHANGE: The beneficiary or beneficiaries of an Insured Person unless designated in writing by the Insured Person shall be:

- | | |
|--|---|
| (1) The Spouse of the Insured Person, if living; or, | (3) The Parents of the Insured Person, if living; or, |
| (2) The Children of the Insured Person, if living; or, | (4) The Estate of the Insured Person. |

Any Insured Person who has not made an irrevocable designation of beneficiary may designate a new beneficiary at any time, without the consent of the beneficiary. The Insured Person can file with the Company a written request for such change. The request shall become effective only upon receipt of such request at the Home Office of the Company. When the request is received by the Company, whether the Insured Person is then living or not, the change of beneficiary shall be effective as of the date of execution of the written request. This is without prejudice to the Company because of any payment previously made by it.

CONFORMITY WITH STATE STATUTES: Any provision of this policy, which, on its effective date, is in conflict with the statutes of the state in which this policy was issued, is amended to conform to the minimum requirements of such statutes.

WORKMEN'S COMPENSATION: This coverage is not in lieu of and does not affect any requirements for coverage by Workmen's Compensation Insurance.

LOCATION OF MASTER POLICY: The Master Policy is in the possession of the Policyholder. Any Insured Person may inspect it at any time during business hours at the office of the Policyholder.

| | | | |
|---------------------------------|--|-------------------------------|---|
| <i>SERFF Tracking Number:</i> | <i>MLIC-126850786</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Mountain Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>47059</i> |
| <i>Company Tracking Number:</i> | <i>MLIC-AR-AD-2010</i> | | |
| <i>TOI:</i> | <i>H03G Group Health - Accidental Death & Dismemberment</i> | <i>Sub-TOI:</i> | <i>H03G.000 Health - Accidental Death & Dismemberment</i> |
| <i>Product Name:</i> | <i>Group Accidental Death and Dismemberment With Loss Of Sight Benefit</i> | | |
| <i>Project Name/Number:</i> | <i>Group AD&D LOS/AR-AD-2010</i> | | |

Supporting Document Schedules

| | | |
|---|---------------------|-------------------------|
| | Item Status: | Status |
| Satisfied - Item: Flesch Certification | Approved-Closed | Date: 10/28/2010 |
| Comments: | | |
| Attachment: | | |
| AR-2010AAD&DFilings-ReadabilityCert.pdf | | |

| | | |
|--------------------------------------|---------------------|-------------------------|
| | Item Status: | Status |
| Satisfied - Item: Application | Approved-Closed | Date: 10/28/2010 |
| Comments: | | |
| Attachment: | | |
| AR-AD-0910-CLB-APP.pdf | | |

READABILITY COMPLIANCE CERTIFICATION



Name and Address of Insurer:

Mountain Life Insurance Company
517 Airway Drive
P.O. Box 240
Alcoa, Tennessee 37701-0240

I hereby certify that the Flesch Reading Ease Test Score of the listed forms are as follows:

| Type and/or Title of Form(s) | Form Number(s) | Flesch Score |
|--|---------------------|--------------------|
| Group Accidental Death and Dismemberment Master Policy Application | AR-AD-0910-CLB-APP | 26.3* ¹ |
| Group Accidental Death and Dismemberment Master Policy | AR-AD-0910-CLB-MP | 41.5 |
| Group Accidental Death And Dismemberment Certificate | AR-CR-0507-CERT-APP | 40.0 |

***¹ This form combined with the Insurance Policy achieves a Flesch score above 40.0.**

The type size of the text is at least 10-pointed leaded.

Signature

David E. Line

Name

President, C.E.O. and Treasurer

Title

October 7, 2010

Date

MOUNTAIN
LIFE INSURANCE
COMPANY

517 Airway Drive, P.O. Box 240
Alcoa, Tennessee 37701-0240
865-970-2800 Phone
865-970-2885 Fax
1-800-888-6542



MOUNTAIN LIFE INSURANCE COMPANY
517 AIRWAY DRIVE, P.O. BOX 240
ALCOA, TENNESSEE 37701
800-888-6542

MASTER APPLICATION FOR GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Application is hereby made for a plan of insurance on Form **AR-AD-0910-CLB-MP** based on the following statements and representations.

1. Name of Policyholder: **{BANK OF ARKANSAS}**

Address: **{123 FINANCIAL FREEWAY, ANYTOWN, ARKANSAS 72000}**

Type of Business: **{BANK}**

2. The following described persons are eligible to become insured under this Group Master Policy: **ALL INDIVIDUAL AND JOINT MEMBERS OF THE {ELIGIBLE ASSOCIATION GROUP}**

3. **Schedule Of Benefits**

Amount of Principal Sum Applied For: (Note: Amount of Principal Sum applied for cannot exceed \$ **{30,000}**)

| <u>Class</u> | <u>Amount of Principal Sum</u> |
|-----------------|---|
| {PLAN A} | {\$10,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN B} | {\$20,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN C} | {\$20,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS) PLUS \$1,500 FOR EACH CHILD} |
| {PLAN D} | {\$30,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS)} |
| {PLAN E} | {\$30,000 (FOR JOINT PLAN, DIVIDED EQUALLY BETWEEN MEMBERS) PLUS \$1,500 FOR EACH CHILD} |

4. The Principal Sum benefit for which application is made is to be payable for the following losses:

Specific losses:

In the event of loss of:

The benefit will be:

Life

The Principal Sum

A Hand

One-half the Principal Sum

A Foot

One-half the Principal Sum

An Eye

One-half the Principal Sum

5. It is understood and agreed that the Aggregate Limit of Liability is: **{ \$ 30,000 } PER PERSON**

6. It is understood and agreed that the premium rate during the first policy term shall be:

PLAN A **{ \$0.50 }** per member per month

PLAN B **{ \$0.80 }** per member per month

PLAN C **{ \$1.28 }** per member per month

PLAN D **{ \$1.10 }** per member per month

PLAN E **{ \$1.80 }** per member per month

7. Premium shall be payable in the following manner:

MONTHLY ON THE FIRST OF EACH MONTH

8. Insurance will become effective as to each Eligible Person when application is made and approved by the Company, if required, and the appropriate premium paid.

9. The policy will be issued effective as of 12:01 A.M., Eastern Standard Time, on **{OCTOBER 1, 2010}** at the address of the Policyholder.

Signed for the Policyholder

By _____

Date _____ Title _____

AR-AD-0910-CLB-APP